

**Collective Bargaining  
Agreement**

**County of McHenry and the McHenry  
County Sheriff**

**And**

**Illinois Fraternal Order of Police  
Labor Council  
Unit III**

Effective December 1, 2015  
Through November 30, 2019

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## **PREAMBLE**

This Agreement is entered into by the County of McHenry, a body politic and corporate, by its duly constituted County Board and the Sheriff of McHenry County, hereinafter referred to as the "Employer", and the Fraternal Order of Police, McHenry County Civilians, Unit No. 3, and the Illinois F.O.P. Labor Council, hereinafter referred to as the "Union".

The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Union representing the employees in the bargaining units, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Union to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

## **ARTICLE I RECOGNITION**

### **Section 1.1- Unit Description**

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purposes of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment as follows:

Unit III - Civilian and Sworn Non-Peacekeeping Personnel in the Sheriff's Department:

Included: All full-time employees in the job classifications: Auto Technician, Auto Technician Assistant, Clerk II (e.g. Civil Process, Records, Switchboard, Warrants, Work Release) Clerk III (e.g. Civil Process, Records, Warrants), Custodian, Court Security (e.g. Security Guard, Magnetometer Operator), Process Server, Radio Dispatcher, and Secretary II.

Excluded: Administrative Assistant, Chief of Support Services, all Corrections officers, all Deputy Sheriffs, and others in a unit of Sheriff's Patrol Police performing peacekeeping functions, Safety Education Officer, per diem Court Security Officers, Secretary to Detectives, Secretary to Narcotics, Secretary to Sheriff, Secretary to Undersheriff, Supervisor of Records, Supervisor of Civil Division, Supervisor of Court Security, Supervisor of Custodians, Supervisor of the Garage, Supervisor of Communications, Mobile Data Computer Coordinator, Support Services Sergeants, all employees included in Unit I, all employees included in Unit II, and all employees excluded by the Act.

The parties agree to comply with the final ruling of the Illinois State Labor Relations Board in Case Number (S-UC-92-19), and to amend this Agreement to the extent necessary to comply with said ruling.

### **Section 1.2- Supervisors**

Supervisors may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by supervisors shall not cause any layoffs of the bargaining unit employees.

### **Section 1.3- Sheriff's Auxiliary**

The Employer may continue to utilize the services of the McHenry County Sheriff's Deputy and Police Auxiliary, the posse and snowmobile volunteer units, to perform bargaining unit work in accordance with past practice and applicable Illinois law. Such utilization shall not cause any layoffs of the bargaining unit employees.

### **Section 1.4- Short-Term Part-time Employees**

The Employer may continue to utilize the services of short-term and part-time employees to perform bargaining unit work in accordance with past practices. Such utilization shall not cause any layoffs of the bargaining unit employees.

### **Section 1.5- Job Class Duty Changes**

The parties agree that administrative reorganization of the Sheriff's Department may result in job duty changes for included or excluded job classifications and the parties agree to negotiate in good faith over the effects of such changes on the bargaining unit and inclusion or exclusion of such amended job classification in the bargaining unit.

## **ARTICLE II NEW CLASSIFICATIONS AND VACANCIES**

### **Section 2.1- New Classifications**

Where the Employer finds it necessary to create a new job classification which falls within the bargaining unit, the Employer and Union agree to jointly petition the State Labor Board to seek the necessary unit clarification unless the parties can mutually agree on the addition of the classification to the bargaining unit. If the inclusion of a new position classification is agreed to by the parties or found appropriate by the Labor Board, the parties shall negotiate as to the proper pay grade for the classification. If no agreement is reached within thirty (30) calendar days from the date its inclusion was determined, the Union may appeal the proposed pay grade to the 3rd step of the grievance procedure. The second or third step grievance committee or arbitrator shall determine the reasonableness of the proposed salary grade in relationship to:

- a) The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- b) *Like positions with similar jobs content and responsibilities within the labor market generally;*
- c) Significant differences in working conditions to comparable position classifications.

The pay grade originally assigned by the Employer shall remain in effect pending the decision. If the decision of the second or third step grievance committee or arbitrator is to increase the pay grade of the position classification, such rate change shall be applied retroactive to the date of its installation. Upon installation of the new position classification, the filling of such position classification shall be in accordance with past practice positing procedures or to Section 2 procedures of this Article, which ever are applicable.

### **Section 2.2- Vacancies**

Vacancies shall be filled at the sole discretion of the Sheriff.

## **ARTICLE III NON-DISCRIMINATION**

### **Section 3.1- Equal Employment Opportunity**

The Employer will continue to provide equal employment opportunity for all employees, and develop and apply equal employment practices.

### **Section 3.2- Prohibition Against Discrimination**

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, age, national origin, or disability. Any alleged violation of this Section 2 may be grieved through Step 3 of the Grievance Procedure, but no further.

### **Section 3.3- Union Membership or Activity**

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

## **ARTICLE IV MANAGEMENT RIGHTS**

The Employer possesses the sole right to operate the Sheriff's Office of the County and all management rights repose in it. Nothing herein shall affect the internal control authority of the Sheriff. Except as specifically amended, changed or modified by the Agreement, these management rights include, but are not limited to, the following:

- (a) To direct all operations of the Sheriff's Department;
- (b) To determine the overall budget;
- (c) To establish work rules and schedules of work;
- (d) To create an organizational structure, to hire, promote, transfer, schedule and assign employees in positions and to create, combine, modify and eliminate positions within the Sheriff's Department;



- (e) To suspend, discharge and take other disciplinary action for just cause against employees under the established work rules and regulations of the Sheriff's Department and Merit Commission and the provisions of this Agreement;
- (f) To lay off employees;
- (g) To determine quality and maintain efficiency of the operations of the Sheriff's Department;
- (h) To introduce new or improved methods or facilities;
- (i) To change existing methods or facilities;
- (j) To determine the kinds, quality and amounts of services to be performed as pertains to Sheriff's Department and County operations; and the number and kind of classifications to perform such services;
- (k) To contract out for goods or services;
- (l) To establish, implement and maintain an effective internal control program;
- (m) To establish rules relating to those items which are not issues for mandatory bargaining under the Public Employees Labor Relations Act of Illinois, except to the degree of the impact of such items to the extent required by law;
- (n) To determine the methods, means and personnel by which Sheriff's Department operations are to be conducted;
- (o) To take whatever action is necessary to carry out the functions of the Sheriff's Department in situations of emergency.

Nothing in this Article is intended to alter or abrogate the intention or authority of any other article contained in this Agreement. Anything not specifically provided for pursuant to this Collective Bargaining Agreement shall be left to the exclusive discretion of the Employer.

## ARTICLE V SUBCONTRACTING

### **Section 5.1- General Policy**

It is the general policy of the Employer to continue to utilize the employees to perform work they are qualified to perform. However, the Employer reserves the right to contract out any work it deems necessary in the interest of economy, improved work product, or emergency.

### **Section 5.2- Notice and Discussion**

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in layoff of a significant number of bargaining unit employees, the Employer shall first notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting work, including means by which to minimize the impact of such on employees.

## **ARTICLE VI DUES DEDUCTION AND FAIR SHARE**

### **Section 6.1- Dues Deduction**

Upon receipt of a written and signed authorization form from an employee, the Employer shall deduct the amount of Union dues set forth in such form and any authorized increases therein, and shall remit such deductions monthly to the Illinois Fraternal Order of Police Labor Council at the address designated by the Union in accordance with the laws of the State of Illinois. The Union shall advise the Employer of any increase in dues, in writing, at least thirty (30) days prior to its effective date.

### **Section 6.2- Dues**

With respect to any employee covered by this Agreement, on whose behalf the Employer received written authorization in a form agreed upon by the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and/or financial obligation uniformly required and shall forward the full amount to the Union by the tenth (10th) day of the month following the month in which the deductions are made. The amounts deducted shall be in accordance with the schedule to be submitted to the Employer by the Union. Authorization for such deduction shall only be revocable by providing thirty (30) days' written notice to the Employer and the Union.

### **Section 6.3- Fair Share**

Any present employee covered by this Agreement who is not a member of the Union shall be required to pay a fair share (not to exceed the amount of Union dues) of the cost of the collective bargaining process, contract administration in pursuing matters affecting wages, hours, and other conditions of employment, but not to exceed the amount of dues uniformly required of members. All employees covered by this Agreement who are hired on or after the effective date of this Agreement and who have not made application for membership shall, on or after the thirtieth (30th) day of their hire, also be required to pay a fair share as defined above. The Employer shall, with respect to any covered employee in whose behalf the Employer has not receive a written authorization as provided for above, deduct from the wages of the covered employee the fair share financial obligation, including any retroactive amount due and owing, and shall forward said amount to the Union on the tenth (10th) day of the month following the month in which the deduction is made, subject only to the following:

- 1) The Union has certified to the Employer that the affected covered employee has been delinquent in his obligation for at least thirty (30) days;

- 2) The Union has certified to the Employer that the affected covered employee has been notified in writing of the obligation and the requirement for each provision of this Article and that the employee has been advised by the Union/ Council of his obligations pursuant to this Article and of the manner in which the Union has calculated the fair share fee;
- 3) The Union has certified to the Employer that the affected covered employee has been given a reasonable opportunity to prepare and submit any objections to the payment and has been afforded an opportunity to have said objections adjudicated before an impartial arbitrator assigned by the employee and the Union for the purpose of determining and resolving any objections the employee may have to the fair share fee.

#### **Section 6.4- Indemnification**

The Union hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any proper action taken by the Employer for the purpose of complying with the provisions of this Article.

### **ARTICLE VII EMPLOYEE RIGHTS**

If at any time the employer interviews or interrogates an employee where the results could lead to disciplinary action, the employee shall have all rights afforded to them by law, including the right to union representation.

### **ARTICLE VIII MAINTENANCE OF STANDARDS**

The parties have mutually negotiated all economic benefits for which they wish to include with their employment relationship pursuant to this Agreement. Both parties agree that the employees will continue to enjoy those economic benefits and any changes therein shall be mutually negotiated between the parties. Any economic provisions which are not specifically provided for in this Agreement may be modified by the Employer upon a showing of reasonable business necessity or operational need of the Sheriff's Department. Thirty (30) days prior to implementation, the Employer will notify the Union and the parties shall immediately sit down to discuss the changes. If the parties are not able to agree that the changes proposed by the Employer meet the criteria established in this Article, then they shall arbitrate this issue as provided for under Article XVI, Section 8, Step 4. The County shall not take action to decrease the Sheriff's budget with the intention of undermining the application of this Article.

## **ARTICLE IX F.O.P. REPRESENTATIVES**

For the purposes of administering and enforcing the provisions of this Agreement, the Employer agrees as follows:

### **Section 9.1- Grievance Processing**

Reasonable time while on duty shall be permitted Unit III representatives for the purposes of aiding or assisting or otherwise representing employees in processing of grievances or exercising other rights set forth in this Agreement, and such reasonable time shall be without loss of benefits or wages.

### **Section 9.2- Delegates to F.O.P. Conferences**

Any employee(s) chosen as delegate(s) to an F.O.P. State or National Conference or IFOP Labor Council Annual Meeting will, upon written application approved by the Unit III Committee and submitted to the Employer with at least fourteen (14) days notice, be given a leave of absence without pay for the period of time required to attend such convention or conference. This period of time shall not exceed one (1) week. (No more than three (3) employees in Unit III shall be approved for leave as provided in this Section in any calendar year and no more than one person per division within Unit 3 shall be approved in any calendar year.) The employee may utilize existing vacation or compensatory time in lieu of such unpaid leave, subject to scheduling requirements of the Sheriff's Department. Such requests shall not unreasonably be denied.

### **Section 9.3- Union Negotiating Team**

Up to three (3) members from the bargaining unit designated as being Union negotiating team members who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay or benefits. The employee must give the Employer notice (14) fourteen days in advance or, where the meeting is scheduled less than fourteen (14) days from the meeting date, forty-eight (48) hours notice must be given to the Employer in order for the employee to be released. If a designated Union negotiating team member is in a regular day-off status on the day of negotiations, he will not be compensated for attending the session.

## **ARTICLE X NO STRIKE**

### **Section 10.1- No Strike Commitment**

Neither the Union nor any employee or bargaining unit member will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slow down, or the concerted interference with the full, faithful and proper performance of the duties of employment with the Employer during the term of this Agreement. Neither the Union nor any employee nor bargaining unit member shall refuse to cross any picket line, by whomever established.

**Section 10.2- Performance of Duty**

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employees covered by this Agreement by reason of any such action or conduct in the line of duty.

**Section 10.3- Resumption of Operations**

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees or bargaining unit members to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 10.4- Union Liability**

Upon the failure of the Union to comply with the provisions of Section 2 above, any agent or official of the Union who is an employee covered by this Agreement may be subject to the provisions of Section 5 below.

**Section 10.5- Discipline of Strikers**

Any employee or bargaining unit member who violates the provisions of Section 1 of this Article shall be subject to immediate discipline which may include discharge. Any action taken by the Employer against any employee or bargaining unit member who participates in action prohibited by Section 1 above shall not be considered as a violation of this Agreement and shall not be subject to the provision of the grievance procedure, except that the issue of whether an employee or bargaining unit member in fact participated in a prohibited action shall be subject to the grievance and arbitration procedure.

**Section 10.6- No Lock-Out**

During the term of this Agreement, the Employer will not institute a lock-out over a dispute with the Union.

## **ARTICLE XI IMPASSE RESOLUTION**

The resolution of any bargaining impasse shall be in accordance with the Illinois Public Labor Relations Act (5 ILCS 315/ 14), as amended, from time-to-time. This Article shall sunset with the expiration of this Agreement (December 1, 2015 through November 30, 2019), and shall not constitute the status quo for the successor Agreement.

If interest arbitration proceedings are required for the successor Agreement, Arbitrator Edwin Benn will be the designated arbitrator. If Edwin Benn is unable to serve as the interest arbitrator, the Employer will submit to the Union a list of five (5) arbitrators who are active members of the National Academy of Arbitrators and the Union will select from such list the arbitrator to serve as the interest arbitrator.

## **ARTICLE XII INDEMNIFICATION**

### **Section 12.1- Employer Responsibility**

The Employer will indemnify the employees in accordance with the provisions of applicable Illinois law, 745 ILCS 10/2-302.

### **Section 12.2- Legal Representation**

Employees shall have legal representation by the Employer in any civil cause of action brought against an employee resulting from or arising out of the performance of official duties.

### **Section 12.3- Cooperation**

Employees shall be required to cooperate with the Employer during the course of the investigation, administration or litigation of any claim arising under this Article.

### **Section 12.4- Applicability**

The Employer will provide the protection set forth in Section 1 and Section 2 above, only so long as the employee is acting within the scope of his employment and where the employee cooperates, as defined in Section 3, with the Employer in defense of the action or actions or claims. Acts of willful misconduct are not covered by this Article.

## **ARTICLE XIII PERSONNEL FILES**

### **Section 13.1- Personnel Files**

The Employer shall keep a central personnel file for each employee in the bargaining unit which shall be maintained in the Sheriff's Office. The Sheriff is free to keep working files, including internal investigation files, but material not maintained in the central personnel file may not be used for disciplinary or other action against an employee. Copies or portions of the personnel file may be maintained with the County administrator's offices as are necessary to the discharge of their functions.

### **Section 13.2- Inspection**

Upon request of an employee, the Employer shall permit an employee reasonable inspection of his personnel file subject to the following:

- (a) Such inspection shall occur within a reasonable time following receipt of the request and on off-duty hours of the employee except for employees who work normal administrative business hours (Monday through Friday);
- (b) Such inspection shall occur during daytime working hours Monday through Friday upon written request;
- (c) The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein upon payment for the cost of copying;
- (d) Upon written authorization by the requesting employee, in cases where such employee has a written grievance pending and is inspecting his file with the respect to such grievance, that employee may have a representative of the Union present during such inspection and/or may designate in such written

authorization that such representative may inspect his personnel file subject to the procedures contained in this Article;

- (e) Pre-employment information, such as referenced reports, credit check, or information provided the Employer with a specific request that it remain confidential, shall not be subject to inspection or copying.

### **Section 13.3- Notification**

Employees shall be given immediate notice by the Employer when a formal, written warning or other disciplinary documentation is permanently placed in their personnel file. The employee shall have the right to attach a rebuttal to the disciplinary documentation, which shall also be permanently placed in their personnel file.

### **Section 13.4- Investigation**

The Employer shall not release the names, photos or descriptions of bargaining members under investigation for misconduct in the performance of his/her duties, unless authorized by the employee or required by law.

## **ARTICLE XIV DISCIPLINE AND DISCHARGE**

### **Section 14.1- Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline. Disciplinary action or measures shall be limited to the following:

- Oral reprimand
- Written reprimand
- Suspension
- Demotion
- Discharge

Disciplinary action may be imposed upon an employee only for just cause. Other reasonable conditions of employment may be imposed by the Employer in conjunction with the discipline. Any disciplinary action or measure imposed upon a non-probationary employee may be processed as a grievance through the regular grievance procedure. For employees eligible for Merit Commission review of discipline, if an employee elects to process a disciplinary review through the Merit Commission, then the employee must notify the Sheriff and Merit Commission within forty-eight (48) hours of notification of the disciplinary measure or action. The Sheriff shall immediately notify the County Board of such election. For all other Unit 3 employees and for those employees eligible for Merit Commission review who elect to process a disciplinary review through the grievance procedure, filing of a grievance regarding discipline will follow the procedures as set forth in Article XVI, Dispute Resolution and Grievance Procedure.

Probationary employees are "at-will" employees subject to discipline or discharge without recourse to the grievance procedure. If the Employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public. This shall not prohibit the Employer from posting at the

Employer's place of employment a notice that an employee is suspended and not to be at their workstations. The notice shall be removed upon completion of the suspension.

#### **Section 14.2- Limitation**

The Employer's agreement to use progressive and corrective disciplinary action does not prohibit the Employer in any case from imposing discipline which is commensurate with the severity of the offense. The Employer shall notify both the employee and the Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

#### **Section 14.3- Pre-disciplinary Meeting**

For discipline other than oral and written reprimands, prior to notifying the employee of the contemplated discipline to be imposed, the Employer shall notify the local Union of the meeting and then shall meet with the employee involved and inform the employee of the reason for such contemplated discipline including any names of witnesses and copies of pertinent documents. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings.

#### **Section 14.4- Investigatory Interviews**

When the Employer desires to conduct an investigatory interview of an employee where the results of the interview might result in discipline, the Employer agrees to first inform the employee that the employee has a right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. Further the employee may not unreasonably delay the interview by insisting on any particular Union representative.

### **ARTICLE XV DRUG TESTING**

#### **Section 15.1- Statement of Policy**

It is the policy of the Employer that the public has the right to expect persons employed by the Employer to be free from the effects of drugs and alcohol. As the Employer, it has the right to expect its employees to report for work fit and able for duty. The purpose of this policy shall be achieved in such a manner as not to violate any established rights of the employees.

#### **Section 15.2- Prohibitions**

Employees shall be prohibited from:

- (a) Consuming or possessing alcohol (unless in accordance with duty requirements) during the work day or anywhere on any County premises



- or job sites, including all Employer buildings, properties, vehicles and while engaged in Employer's business;
- (b) Illegally selling, purchasing or delivering, consuming or possessing any illegal drug;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs, which they are taking.

### **Section 15.3- Drug and Alcohol Testing Permitted**

Where the Employer has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs during the course of the workday, the Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer or his designated representative must certify their reasonable suspicions concerning the affected employee prior to any order to submit to the testing authorized herein. There shall be no random or unit-wide testing of employees, except random testing of an individual employee as authorized in Paragraph 8 below and random testing of an employee who is voluntarily assigned to a Departmental Drug Enforcement Group for at least thirty (30) days as such employees' duties are primarily related to drug enforcement. The foregoing shall not limit the right of the Employer to conduct such tests as it may deem appropriate for persons seeking employment as employees prior to their date of hire.

An employee may also be ordered to submit to drug and alcohol testing whenever that employee discharges a firearm and such action may have caused injury or death to a person or persons. The employee shall submit to the test as soon as practical, but not later than the end of the shift. All time spent in the testing process shall be compensable under this Agreement.

### **Section 15.4- Order to Submit to Testing**

Within eight (8) hours after the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee with a written notice of the order, setting forth all of the objective facts and reasonable inferences drawn from those facts which have formed the basis of the order to test. Refusal to submit to such testing may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or right that he may have. The employee must take the test within sixty (60) minutes for alcohol and four (4) hours for drugs of being ordered to do so or it shall be deemed a refusal.

### **Section 15.5- Test to be Conducted**

In conducting the testing authorized by this Agreement, the Employer shall:

- (a) Use only a clinical laboratory or hospital facility that is currently used by the County or mutually agreed upon by the Employer and the Union);
- (b) Establish a chain of custody procedure for both sample collection and testing that will ensure the integrity of the identity of each sample and test result.
- (c) Collect a sufficient sample of the same body fluid or materials from an employee to allow for initial screening, a confirmatory test and a sufficient

amount to be set aside reserved for later testing if requested by the employee,

- (d) Collect samples in such a manner as to ensure high degree of security for the sample and its freedom from adulteration. Collection shall only be done by properly licensed organizations or individuals who are not employees of the County of McHenry, and shall be conducted off-site. Breathalyzer testing shall be conducted so as not to embarrass the employee;
- (e) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites. Provide the employee tested with an opportunity to have the additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- (f) Require that the laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein, the Employer will not use such information in any manner or form adverse to the employee's interests;
- (g) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .041 or more based upon the grams of alcohol per 100 milliliters of blood shall be considered positive and conclusive evidence that the employee is under the influence. If a test is greater than 0.0 but less than .041, the employee shall be conclusively presumed not to be under the influence of alcohol. Alcohol testing shall only be conducted through the use of a breathalyzer;
- (h) Provide each employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- (i) Ensure that no employee is the subject of any adverse employment action except temporary reassignment or relief from duty during the pendency of any testing procedure;
- (j) Notify the employee of positive test results only after such results have been reviewed and certified as positive by a qualified Medical Review Officer who has offered to discuss the results with the employee.

### **Section 15.6- Right to Contest**

The Union and/or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the order to submit to the tests, the right to test, the administration of the tests, the significance and accuracy of the tests, the consequences of the testing or results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the grievance procedure. It is agreed that the parties in no way intend to restrict, diminish, or otherwise impair any legal rights that employees may have with regard to such testing. Employees retain any such rights as may exist and may pursue the same at their own discretion, with or without the assistance of the Union.

### **Section 15.7- Voluntary Requests for Assistance**

The Employer shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem (provided that the employee is not under investigation for a drug related issue at the time of the request for treatment. A signed affidavit, or affidavits, shall be provided to verify a timeline, as well as the reasonable suspicion that commenced said investigation), other than the Employer may require reassignment or temporary suspension of the employee if he is then unfit for duty in his current assignment. All such requests shall be confidential and any information received by the Employer, through whatever means, shall not be used in any manner adverse to the employee's interest, except reassignment as described above.

### **Section 15.8- Discipline**

All employees who voluntarily seek assistance with drug and/or alcohol related problems, shall not be subject to any disciplinary action or other adverse employment action by the Employer. In the first instance that an employee tests positive on both the initial and confirmatory test for drugs or is found to be under the influence of alcohol, that employee shall be subject to discipline short of termination, although additional discipline may be administered for other reasons. The foregoing is conditioned upon:

- (a) The employee agreeing to appropriate treatment as determined by the physician(s) involved;
- (b) The employee discontinues his use of illegal drugs or abuse of alcohol;
- (c) The employee completes the course of treatment prescribed, including an "after-care" group for a period of up to twelve (12) months;
- (d) The employee agrees to submit to random testing during hours of work during the period of "after-care";
- (e) The employee is not under investigation for a drug related issue at the time of the request for treatment. A signed affidavit, or affidavits, shall be provided to verify a timeline, as well as the reasonable suspicion that commenced said investigation.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive for a second or subsequent time for the presence of illegal drugs or alcohol during the hours of work shall be subject to discipline up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall be afforded the opportunity to use accumulated paid leave or take an unpaid leave of absence, at the employee's option, pending treatment. The foregoing shall not limit the Employer's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

## **ARTICLE XVI DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

### **Section 16.1- Definition of a Grievance**

A grievance is defined as any unresolved difference between the Employer and the Union or any employee regarding the application, meaning or interpretation of this Agreement.

### **Section 16.2- Dispute Resolution**

In the interest of resolving disputes at the earliest possible time, it is agreed that an attempt to resolve a dispute shall be made between the employee and the Sheriff's designee on behalf of the Sheriff. The employee shall make his complaint to the Sheriff's designee within ten (10) days from the date on which the employee knew or should have known of the conduct or event giving rise to the grievance occurred. The Sheriff's designee will notify the employee of the decision within ten (10) calendar days following the day when the complaint was made. Settlements or withdrawals at this step shall not constitute a precedent in the handling of other grievances. In the event of a complaint, the employee shall first complete his assigned work task and complain later.

### **Section 16.3- Representation**

Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees. The Employer may file contract grievances directly at Step 3, Section 8 of this Article. Either party may have the grievant, or one (1) grievant representing group grievants, present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure upon his request. Grievances may be filed on behalf of two (2) or more employees only if the same facts, issues and requested remedy apply to all employees in the group.

#### **Section 16.4- Subject Matter**

Only one (1) subject matter shall be covered in any one (1) grievance. A grievance shall contain a statement of the grievant's position, the Article and Section of the Agreement allegedly violated, the date of the alleged violation, the relief sought, the signature of the grieving employee(s), and the date.

#### **Section 16.5- Time Limitations**

Grievances may be withdrawn at any step of the grievance procedure without precedent. Grievances not appealed within the designated time limits will be treated as withdrawn grievances. The Employer's failure to respond within the time limits shall not find in favor of the grievant, but shall automatically advance the grievance to the next step, except Step 3. Time limits may be extended by mutual agreement.

#### **Section 16.6- Grievance Processing**

No employee or Union representative shall leave his work assignment to investigate, file or process grievances without first securing permission of his supervisor. In the event of a grievance, the employee shall always perform his assigned work task and grieve his complaint later, unless the employee reasonably believes that the assignment endangers his safety.

#### **Section 16.7- Grievance Meetings**

A maximum of two (2) employees (the grievant and/or Union representative) per work shift will be excused from work with pay to participate in a Step 1, Step 2, or Step 3 grievance meeting. The employee(s) shall only be excused for the amount of time reasonably required to present the grievance. The employee(s) shall not be paid for any time during which a grievance meeting occurs outside of the employee's work shift.

#### **Section 16.8- Steps in Procedure**

Grievances arising under this Agreement shall be resolved as follows:

Step 1. If no agreement is reached between the employee and the Sheriff's designee as provided for in Section 2, Dispute Resolution, the Union shall prepare a written grievance on a form mutually agreed to between the Employer and the Union and presented to the Sheriff's designee, no later than ten (10) calendar days after the after the employee was notified of the decision by the Sheriff's designee. Within ten (10) calendar days after a grievance has been submitted, the Sheriff's designee shall meet with the grievant and the Union representative to discuss the grievance and make a good faith attempt to resolve the grievance. The Sheriff's designee shall respond in writing to the grievant and the Union representative within ten (10) calendar days following the meeting.

Step 2. If the grievance is not settled at Step 1, the grievance may be referred in writing by the Union within ten (10) calendar days after the decision of the Sheriff's designee to the Sheriff himself. Within ten (10) calendar days after the grievance has been filed with the Sheriff, the Sheriff shall meet with the Union representative and the grievant to discuss the grievance and make a good faith effort to resolve the grievance. The Sheriff shall respond in writing to the grievance and the Union within ten (10) calendar days following that meeting.

Step 3. Only in the case of grievances involving the shared responsibilities of the Employer or the interpretation of contract language or grievances, the settlement of which would involve monies beyond the budgeted funds of the Sheriff, and if the grievance is not settled at Step 2, the Union, within ten (10) calendar days after the Sheriff's written decision at Step 2, may refer the grievance in writing to the Sheriff and the designee(s) of the Chairman of the County Board. Within ten (10) calendar days after such referral, the grievant, the Union representative, the Sheriff, and the designee(s) of the Chairman of the County Board shall meet and make a good faith effort to resolve the grievance. The Sheriff and the designee(s) of the Chairman of the County Board shall respond in writing to the grievant and the Union within ten (10) calendar days following that meeting. The Sheriff shall have one (1) vote and the designee(s) of the Chairman of the County Board shall collectively have one (1) vote in resolving such grievances.

Step 4. If the dispute is not settled at Step 2 or Step 3, the matter may be submitted to arbitration by the Union, the County or the Sheriff within ten (10) calendar days after the Step 2 or Step 3 written decision or after the expiration of the ten (10) calendar period that such written decision was due. Within fifteen (15) calendar days after the matter has been submitted to arbitration, a representative of the Sheriff, the County and the Union shall meet to select an arbitrator from a list of mutually agreed to arbitrators. If the parties are unable to agree on an arbitrator within fifteen (15) calendar days after such meeting, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators whose practice is currently situated in Illinois or Wisconsin. Either party shall have the right to reject an entire list of arbitrators. The arbitrator shall be selected from the final list by alternate strikes by the co-employer representative and the Union. The party requesting arbitration shall take the first strike. The person whose name remains on the final list shall be the arbitrator. The arbitrator shall be notified of his selection by a joint letter from the co-employers and the Union. Such letter shall request the arbitrator to set a time and place for the hearing subject to the availability of the co-employers and Union representatives and shall be notified of the issues where mutually agreed to by the parties. All hearings shall be held in the City of Woodstock, Illinois, unless otherwise agreed to. Both parties agree to make a good faith attempt to arrive at a joint statement of facts and issues to be submitted to the arbitrator. The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its witnesses. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The expenses and fees of arbitration and the cost of the hearing room shall be shared equally by the Employer and the Union. Costs of arbitration shall include the arbitrator's fees, room costs and transcription costs. The decision and award of the arbitrator shall be made within forty-five (45) days following the hearing and shall be final and binding on the Employer, the Union and the employee(s) involved. The arbitrator shall have no power to amend, modify, nullify, ignore, add to or subtract from the provisions of the Agreement.

**Section 16.9- Advanced Grievance Step Filing**

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

**Section 16.10- Pertinent Witnesses and Information**

Either the Union or Employer may request the production of specific documents, books, papers, or witnesses reasonably available from the Union or the Employer and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and if granted shall be in conformance with applicable laws and rules issued pursuant thereto governing the dissemination of such materials.

## **ARTICLE XVII SENIORITY**

**Section 17.1- Definition of Seniority**

As used herein, the terms County seniority, department seniority, unit seniority, and classification seniority terms shall refer to and be defined as the employee's continuous length of service or employment in the Sheriff's Department, the bargaining unit, and the classification, respectively. If the type of seniority is not specified, the reference shall be construed to be classification seniority which shall be figured from the date of last hire within that classification. Classification seniority shall be used for all competitive purposes, and shall be calculated based on years of service within a job classification within a recognized division of the Sheriff's Department, which are: RADIO, RECORDS, CIVIL PROCESS, SPECIAL SERVICES, GARAGE, COURT SECURITY, HOUSEKEEPING AND WARRANTS.

**Section 17.2- Probationary Period**

An employee is a "probationary employee" for the first twelve (12) months of employment. No matter concerning the layoff, discipline, or termination of a probationary employee shall be subject to Merit Commission review or the Dispute Resolution and Grievance Procedures of the Agreement.

**Section 17.3- Seniority List**

The Employer shall post a seniority list showing classification seniority on September 15 of each year. Disputes as to changes to the list shall be resolved through the grievance procedure.

**Section 17.4- Termination of Seniority**

An employee shall be terminated by the Employer and his seniority broken when he:

- (a) quits; or
- (b) is discharged for just cause; or
- (c) is laid off pursuant to the provisions of the applicable agreement to a period of twenty-four (24) months; or

- (d) accepts gainful employment while on an approved leave of absence from the Sheriff's Department; or
- (e) is absent for three (3) consecutive scheduled work days without proper notification or authorization; or
- (f) fails to return to work at the conclusion of an approved leave of absence for a period of three (3) consecutive days; or
- (g) injury off the job for a period of twelve (12) months or any extension under Article XXI, Section 1 and after utilization of accumulated paid time off.

#### **Section 17.5- Seniority While on Leave**

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence. Except as may be provided otherwise by law, no employee will accrue any benefits while on unpaid leave for any reason. Paid leave is any leave in which McHenry County pays contract wages to an employee who is absent.

#### **Section 17.6- Shift Bidding**

- A. By September 1st of each year the Sheriff, or his designee, shall post shifts for bidding solely by classification seniority. The annual bid shall take place in October for shifts effective at the beginning of the first full pay period after January 1<sup>st</sup>.
- B. By mutual agreement between employees with the consent of the Sheriff, or his designee, subject to the operating needs of the Department, individual Employees may bid shift changes in addition to the annual bid.
- C. The Employer may assign new employees to a shift upon completion of training regardless of the shift bid process; provided however, no current employee shall be bumped from their shift.

Notwithstanding paragraphs A, B and C above, if there is a vacancy in a Courtroom Security Officer's position, that position can be bid by seniority.

#### **Section 17.7- Seniority Tie Breaking**

In the event two (2) or more employees in the same job classification have the exact same starting date, seniority of the affected employee's shall be determined by a numerical lottery drawing done by the Employer, and witnessed by the Union.

#### **Section 17.8- Seniority for Benefit Accrual**

Effective January 1, 1997, employees will accrue all economic benefits based on each employee's total years of service with the County.

### **ARTICLE XVIII LAYOFFS**

#### **Section 18.1- Layoff**

In the event the Employer determines a layoff is necessary, employees in each job classification shall be laid off in such number as determined by the Sheriff unless compliance with State or Federal law requires otherwise. The Employer shall determine



how many positions in each classification shall be laid off. employees shall be laid off in the inverse order of classification seniority. Employees may bump employees in lower classification within their division only, again using the inverse order of classification seniority. The Employer agrees to inform the Union in writing not less than fourteen (14) days prior to such layoffs and to provide the Union with the names of all employees to be laid off in such notice.

### **Section 18.2- Layoff Order**

Temporary employees working in the unit shall be laid off first, then Probationary Employees in the bargaining unit shall be laid off then full-time employees in the bargaining unit shall be laid off in affected job classifications in inverse order of classification seniority. Individual employees shall receive notice in writing of the layoff not less than fourteen (14) days prior to the effective date of such layoff.

### **Section 18.3- Recall**

Employees shall be recalled from layoff within each particular job classification according to the order of layoff. No new employees at all shall be hired until all employees on layoff in that particular job classification desiring to return to work shall have been given the opportunity to return to work. Recall rights under this provision shall terminate twenty-four (24) months after layoff. In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have no more than ten (10) working days thereafter to report to duty, unless a further extension is mutually agreed upon.

## **ARTICLE XIX VACATIONS**

### **Section 19.1- Vacation Leave**

All full-time employees shall earn vacation time. Employees on unpaid leave of absence which is not related to military or reserve duty and which is not FMLA leave, or *employees on layoff shall not accrue vacation time. Credit for vacation eligibility will be granted an employee for the entire period of an employee's military leave. Time lost from work by an employee due to illness or injury compensable by state law will count as time worked toward computation of vacation benefits.*

All vacation eligibility is computed on continuous County employment as follows, except that employees who are recalled from layoff within twenty four (24) months or who return from disability pension shall bridge seniority for vacation and other purposes, i.e. they shall be credited for past continuous employment:

1 year:	5 days
2 to 5 years:	10 days
6 to 10 years:	15 days
11 to 20 years:	20 days
21 years:	21 days

22 years:	22 days
23 years:	23 days
24 years:	24 days
25 years:	25 days

Employees shall be allowed to schedule vacation time prior to its accrual. However, additional vacation time earned as a result of reaching the 1<sup>st</sup>, 2<sup>nd</sup>, 6<sup>th</sup>, 11<sup>th</sup>, 21<sup>st</sup>, 22<sup>nd</sup>, and 23<sup>rd</sup> anniversaries shall not be used until it accrues on the employee's anniversary date. Unused vacation shall be forfeited unless its use was unreasonably denied.

#### **Section 19.2- Vacation Pay**

All vacation leave will be paid for at the regular hourly rate.

#### **Section 19.3- Vacation Requests**

Except for an occasional day which is taken as vacation leave, all employees must submit in writing to the Sheriff, or his designee, a schedule of desired vacation prior to March 1st of each year. Conflicts in scheduling will be resolved in favor of the employee with the most seniority in classification. At least one (1) days' notice shall be given for a one (1) day's leave. The Sheriff or his designee shall have the right to alter any schedule if he deems it to be for the best interest of the Department to do so. No employee shall be entitled to priority in selecting his vacation for more than three weeks in each calendar year. After the initial vacation selection, vacation requests will be granted on a first come first serve basis.

The use of vacation time other than pursuant to the provisions of section 23.12 shall not cause a hireback/overtime.

For court Security, one employee shall be allowed off per shift in each of the two duty assignments. A third employee shall be allowed off, regardless of duty assignment, based on seniority. During the initial vacation pick, if an employee picks two or less days in a week, that week shall be still considered available for another employee if that second employee picks that week for five continuous vacation days.

#### **Section 19.4- Pro-Ration upon Termination**

Upon termination or retirement of an employee, the employee's unused vacation, if any, shall be pro-rated based upon the number of months worked in the last year of employment.

## **ARTICLE XX HOLIDAYS/PERSONAL DAYS**

#### **Section 20.1- Number of Holidays**

Employees shall receive the paid holidays each year as established by a resolution of the County Board, for which the Government Center is closed, however, the County Board shall establish a total of at least ten (10) full days in years without a general election and at least eleven (11) full paid days in years with a general election.

**Section 20.2- Holiday Observance**

All regular, full-time employees are eligible for legal and other official holidays that are declared annually by the County Board. An employee shall not be able to call in sick on the day they were scheduled to work in conjunction with a paid holiday and receive sick pay and holiday pay.

**Section 20.3- Holiday Pay**

Employees covered by this Agreement, other than Communications Division employees, shall be granted a paid day off for each holiday designated in Section 1 of this Article.

Communications employees scheduled to work on a holiday will receive either eight hours of holiday pay or eight hours of holiday compensatory time added to their total at their choice plus their regular days pay.

Communications employees regularly scheduled off will receive either eight hours of holiday pay or eight hours of holiday compensatory time added to their total at their choice.

Communications employees who call in sick on an observed holiday, as defined in Article 20 Section 1, shall not be entitled to Holiday Pay for that holiday. All other Unit #3 employees are not eligible for Holiday pay if they call in sick on either their last scheduled work day before or their first scheduled work day after an observed holiday, as defined in Article 20 Section 1.

The penalties in the previous paragraph shall not apply under the following circumstances:

- 1) When the employee has pre-scheduled the sick time and presents written medical verification for the time off;
- 2) When the days used in conjunction with the holiday are part of a continuous sick leave greater than three (3) days;
- 3) When the days used in conjunction with the holiday have been approved for FMLA leave.

**Section 20.4- Personal Time**

Employees who work a forty (40) hour week with twelve (12) months or more of service shall receive twenty-four (24) hours of personal time per year. Forty (40) hour employees with less than twelve (12) months of service shall receive sixteen (16) hours of personal time per year.

Employees who work a thirty-seven and one half (37.5) hour week with twelve (12) months or more of service shall receive twenty-two and one half (22.5) hours of personal time per year. Thirty-seven and one half (37.5) hour employees with less than twelve (12) months of service shall receive fifteen (15) hours of personal time per year.

Personal days may carry over from year to year only with the permission of the Sheriff or his designee.

#### **Section 20.5- Scheduling Personal Time**

Employees may use their personal time by requesting the time off at least forty-eight (48) hours in advance of the time they have requested off. Personal time may not be taken in less than two (2) hour increments. Such requests shall not be unreasonably denied for employees assigned to Telecommunications.

For those employees not assigned to Telecommunications or Court Security, scheduling of personal time shall not cause staffing to go below the Sheriff's minimum, except that for all employees, one (1) personal day (seven and one-half – 7.5 hours or eight – 8 hours dependent on schedule) shall be taken at the employee's request regardless of staffing requirements, as long as the day requested is not a holiday, and shall not be subject to the forty-eight (48) hour notice requirement. Personal time for this exemption must be taken in a full day block. No more than one such day per shift may be scheduled for employees in the same duty assignment.

### **ARTICLE XXI SECONDARY EMPLOYMENT**

#### **Section 21.1- Notification of Secondary Employment**

All employees holding secondary employment shall notify the Sheriff, or his designee, of the place of employment, address, phone number, supervisor's name and hours of employment so that the employee may be reached in an emergency.

#### **Section 21.2- Secondary Employment Prohibitions**

The parties recognize that it is in the best interest of the citizens of McHenry County to have an alert and non-distracted work force. More specifically, the jobs for which employees of the McHenry County Sheriff's Department shall be prohibited from working and shall include, the following;

- (a) Where the Employer's uniform, badge, LEADS line, vehicle or equipment is utilized unless specifically approved by the Sheriff or his designee;
- (b) Where the hours worked cause the employee such fatigue that he/she is unable to properly perform his/her job duties (no employee will be permitted to work more than twenty-eight (28) hours per week);
- (c) Where a conflict of interest with his/her job duties for the Employer is created;
- (d) Where the type of secondary employment is prohibited by law or negatively reflects on the Employer;

- (e) Where the employee is employed or engaged in criminal matters or in civil matters which directly conflict with the McHenry County Sheriff's Department; and
- (f) Before any secondary employment is approved, an employee must sign an Indemnification Agreement agreeing to indemnify and hold McHenry County and McHenry County Sheriff's Department harmless from any and all acts performed by the employee while performing his secondary employment duties.

## **ARTICLE XXII SICK LEAVE**

### **Section 22.1- Allowance**

It is the policy of McHenry County to provide protection for its full time employees against loss of income because of illness. All eligible employees are encouraged to save as much sick leave as possible to meet serious illness situations.

Sick leave is not intended for a one (1) day vacation nor to be used to extend vacation periods or holidays. Sick leave may be used for the purpose of illness, injury or disability of the employee or for medical appointments, which cannot be scheduled outside of the employee's normal work hours.

Sick leave for family members may be used up to a maximum of three (3) days each year based on a rolling calendar. Sick leave may be used for FMLA purposes to include members of the employee's family as provided for by FMLA and in accordance with Section 30.8. Employees on Sick Abuse Status may only utilize sick time for themselves.

For the purposes of this section, immediate family is defined as follows:

Husband, wife, civil partner as defined in Illinois State Statute (Civil Union Act), or minor children for whom the employee is considered the primary caregiver.

An employee, on sick leave for their own personal incapacity, shall not engage in any activity which is inconsistent with such incapacity during time that would be considered work hours, or may be subject to disciplinary action.

Members are required to notify their supervisor through established procedures in the case of absence from work due to illness or illness of the employee's immediate family. Notification shall be as far as possible in advance of the starting time for the scheduled shift, but absent an emergency situation, no later than one (1) hour prior to the start of their shift.

### **Section 22.2- Accrual and Procedures**

Each employee shall accrue sick time as follows:

- (a) On the employee's first anniversary date, each employee shall be credited with five (5) sick days.
- (b) Sick time, based upon completed years of service, will be posted on January 1.

- (c) On January 1<sup>st</sup> of the employee's second, third and fourth year of employment, each employee shall be credited with ten (10) sick days.
- (d) In addition, if an employee accumulates 45 sick days at the time of the January 1<sup>st</sup> posting of the employee's fifth or greater year of employment, and the employee maintains that accumulation until their anniversary date, then the employee shall be credited with an additional five (5) days of sick leave on their anniversary date and fifteen (15) sick days on each January 1<sup>st</sup> posting thereafter until the employee reaches the next level.
- (e) If an employee accumulates 120 sick days at the time of the January 1<sup>st</sup> posting of their tenth or greater year of employment and maintains an accumulation of 120 sick days until their anniversary date, then the employee shall be credited with an additional ten (10) days of sick leave on their anniversary date and twenty-five (25) sick days on each January 1<sup>st</sup> posting thereafter.

### **Section 22.3- Unused Leave or Retirement**

If an employee terminates employment at a time when the employee is eligible to receive pension benefits from the Illinois Municipal Retirement Fund, then the employee may use up to two hundred forty (240) sick days, or the maximum allowed under IMRF regulation, whichever is greater, accumulated for the purpose of service credit upon retirement. Thereafter, if an employee still has accumulated sick days, he may then exchange for cash on the basis of two (2) sick days for one (1) day of pay.

### **Section 22.4- Sick Leave Abuse**

- A. For purposes of the provisions contained in this Article, "abuse" of sick leave is the utilization of such for reasons other than those stated in Section 1 and 2 of this Article. If the Employer has reasonable suspicion to believe that an employee is abusing sick leave, or that the employee has used the sick days in a fashion that the employer would call a pattern (i.e. calling in sick the day before or after an employee's regularly scheduled days off), then the Employer may require a doctor's affidavit at the employee's cost, for each day on which the employee calls in sick, for a period not to exceed six (6) months for each incident.
- B. Before implementing the required doctor's affidavit provided for in paragraph (a), the Sheriff or designee shall notify the employee of his intention to put the employee on proof status, the reasons therefore and afford the employee five (5) calendar days to explain the reasons for the pattern of abuse observed. Thereafter, the Sheriff or his designee shall decide whether to implement the required doctor's affidavit.
- C. The Council and the Employer mutually discourage the abuse of sick leave.
- D. Continued "abuse" of sick leave shall subject the employee to disciplinary action pursuant to the terms of this Agreement.

## **ARTICLE XXIII HOURS OF WORK**

**Section 23.1- Regular Hours**

The regular hours of work each day shall be consecutive except as may be interrupted by a meal period. Nothing in this article or agreement shall be construed as a guarantee of hours of work per day or per week.

**Section 23.2- Work Period**

The work period is defined as a regularly recurring period of fourteen (14) days.

**Section 23.3- Work Day and Shift**

Employees in Unit III (other than Telecommunicators) are presently scheduled to work 7.5 hour shifts and 140 hours in each 28 day cycle. Telecommunicators covered by this Agreement shall work the schedule commonly referred to as 5-2/5-3 work schedule. The work schedule shall consist of an eight-and-one-half hour work day with scheduled work days as follows: work five (5) days, off work two (2) days, work five (5) days, off work three (3) days, with the above listed cycle then repeating itself every two (2) weeks.

**Section 23.4- Work Schedule**

Work schedules showing the employee's normal shifts, work days, and hours shall be posted in places readily accessible to the employees at all times fourteen (14) days prior to beginning of schedule. The Sheriff will post the minimum manning he has determined to be in effect for each shift from time to time.

**Section 23.5- Meal Periods**

- A. In accordance with current practices, all employees shall be granted, during each shift, a lunch period of thirty (30) or sixty (60) minutes depending on the operational needs of the department. For those who work 7.5 hour shifts, it shall be an unpaid lunch, unless otherwise provided for herein. For those working an 8 or 8.5 hour shift, it shall be a paid lunch. The lunch period shall be scheduled near the middle of each shift and shall be taken at the discretion of the shift supervisor following departmental guidelines. Telecommunicators and Court Security Officers may be required to take their lunch at their work station, unless sufficient personnel are present to adequately staff the positions while the personnel are at lunch, but may be required to remain immediately accessible for priority calls and other extraordinary circumstances. The meal period may be interrupted to meet the operating needs of the Department. The meal period benefit shall not be unreasonably withheld.
- B. If an employee is denied a meal period by a supervisor, the employee shall be compensated sixty (60) or thirty (30) minutes, as the case may be, at the appropriate rate.

**Section 23.6- Breaks**

With the exception of telecommunicators and Court Security Officers, subject to the operating needs of the Department, all employees shall be granted a fifteen (15) minute break to be taken near the middle of each half of each shift which shall be taken at the discretion of the shift supervisor following departmental guidelines. Telecommunicators and Court Security Officers may be required to take such breaks at their work station,

unless sufficient personnel are present to adequately staff the positions while the personnel are on break, but may be required to remain immediately accessible for priority calls and other extraordinary circumstances.

### **Section 23.7- Overtime**

- A. Unit III employees shall be paid either in cash or compensatory time at the rate of time and one half (1.5) for all authorized time worked or compensated beyond 40 hours or 37.5 hours for employees on the 37.5 hour work schedule except sick leave.
- B. All compensated hours, except sick time, shall count towards hours worked for overtime purposes, unless sick time is requested and approved seven (7) days prior to the time off for pre-scheduled medical appointments. The seven day restriction shall not apply to an already employer approved FMLA leave.
- C. Any available overtime within each specific duty assignment shall be distributed in the following manner:
  - 1) Overtime within divisions other than Communications and Court Security will be offered on a rotating seniority basis within the specific duty assignment, except that Civil Process clerks may work overtime within the Records Division and Records personnel may work overtime within the Civil Process Division, provided the individuals working the overtime are properly trained to perform the functions for which the overtime assignment is being sought. In these cases, overtime will be offered outside the specific duty assignment on a seniority basis only if no volunteers are found within the duty assignment. The Clerical Supervisor for Records and Civil Process will be the sole determination as to whether the training requirement for working the assignment has been met.
  - 2) Within the Court Security Division, overtime known at least 48 hours in advance and consisting of more than 4 hours, shall be offered by seniority basis to those employees who have voluntarily put their names on an overtime list within the specific duty assignment. If there are no volunteers, the overtime may be filled by Per Diem Officers. Overtime known at least 48 hours in advance and consisting of 4 hours or less shall be offered by seniority basis to those employees who have voluntarily put their names on an overtime list within the specific duty assignment. If there are no volunteers, employees, on an inverse seniority basis, within the specific duty assignment shall be ordered.
  - 3) Within the Court Security Division, overtime known less than 48 hours in advance shall be offered by seniority of the "on duty" employees within the specific duty assignment, then off duty employees within the specific duty assignment. If there are no volunteers, "on duty" employees, on an inverse seniority basis, within the specific duty assignment shall be ordered. This section shall not be interpreted to interrupt any overtime for an employee in order to complete a daily assignment.



- 4) Overtime in Communications known at least 48 hours in advance shall first be offered in half shifts on a voluntary basis in seniority order. If there are no volunteers, then the overtime will be filled in half shifts by ordering the least senior eligible employees working the shifts contiguous with the overtime shift. Employees shall not be eligible for forced overtime for more than two successive days, or if the overtime would cause a continuous work day to exceed twelve (12) hours or if the overtime would begin within twelve (12) hours from the end of their most recently worked time. Those employees on their days off would be ordered to work only if the above procedure fails to fill the required shift. If required, employees on their days off who regularly work the same shift as the overtime shift will be ordered to work in inverse seniority order, except that no employee shall work more than one day of overtime during a period of consecutive regularly scheduled days off.
- 5) Overtime in Communications known less than 48 hours in advance shall first be filled voluntarily in half shifts in seniority order from those employees working the shifts contiguous with the overtime shift, with the least senior eligible employees from those shifts being ordered to work if necessary. Employees shall not be eligible for forced overtime for more than two successive days, or if the overtime would cause a continuous work day to exceed twelve (12) hours or if the overtime would begin within twelve (12) hours from the end of their most recently worked time. Those employees on their days off would be ordered to work only if the above procedure fails to fill the shift. If required, employees on their days off who regularly work the same shift as the overtime shift will be ordered to work in inverse seniority order, except that no employee shall work more than one day of overtime during a period of consecutive regularly scheduled days off.
- 6) Supervisors may fill short duration overtime assignments which arise at short notice rather than order an employee to fill the vacancy. At no time will the assignments filled by the supervisors be over two (2) hours in duration, unless emergency circumstances exist pursuant to Article 1, Section 2 of this Agreement.
- 7) Overtime which is not limited to or requiring a specific duty assignment to fill may be filled at the Sheriff's discretion.

#### **Section 23.8- Compensatory Time Use**

Compensatory time may be accrued to a maximum of one hundred eighty (180) hours and carried over from year to year to a maximum of one hundred and twenty (120) hours.

Each year compensatory time balances must be reduced to one hundred and twenty (120) hours and will be paid-out in November of each year (upon request, compensatory time pay-out can be paid over the two (2) pay periods in November).

The scheduling and use of compensatory time shall be with the agreement of the shift supervisor in accordance with past practice, subject to the following conditions:

Any use of comp time which would cause the unit member to extend into a negative balance will be denied.

Use of comp time will require twenty four (24) hour notice to the division commander prior to use irrespective of the provisions under Section 23.12.

Requests for use of comp time with less than twenty four hours notice, but not less than two hours prior to the time for which the comp time is being requested, may be granted with the approval of the division commander. Such requests shall not be granted if this would require overtime, interfere with scheduled training, or impact planned or unforeseen operational needs, irrespective of the provisions of Section 23.12.

The use of compensatory time other than pursuant to the provisions of Section 23.12 shall not cause a hireback/overtime.

#### **Section 23.9- Court Time**

Employees required to appear in Court on their off-duty hours in connection with their official duties to testify or be part of the court process or hearing shall receive a minimum of three (3) hours or the actual time worked, whichever is greater, at the appropriate rate. Court time shall be counted as time worked for purposes of calculating overtime. If a court time immediately precedes or follows an employee's shift, then the employee shall be compensated for only the actual time spend prior to, or after their regular shift.

#### **Section 23.10- Call Back**

A call-back is defined as an official assignment of work which does not continuously precede or follow an employee's regularly scheduled working hours. Employees reporting to an official assignment as a result of a call-back shall be compensated for two (2) hours at the appropriate rate or be compensated for the actual time worked, whichever is greater, at the appropriate rate. Employees called in on regularly scheduled days off are entitled to the call-back minimum guarantee.

#### **Section 23.11- Off-Duty Volunteer Details**

The Sheriff may establish guidelines for the use of equipment and uniforms on off-duty volunteer details. Requests for such details shall be referred to the Union/Council and may be facilitated by a Union member while on duty. Such off-duty volunteer details shall not be included in hours worked for the purposes of calculating overtime provided that compensation for such detail work is received from sources other than the Employer.

#### **Section 23.12- Minimum Staffing- Communications and Court Security**

- (a) The Sheriff, in his discretion, shall establish the minimum staffing level for the shifts in the Communications Division and Court Security.
- (b) The Sheriff shall allow one telecommunicator off per shift on any combination of vacation days, personal days or compensatory time. One additional telecommunicator may be allowed off on any combination of vacation days,

personal days, compensatory time or other benefit day described above at the discretion of the Communications Supervisors, provided such time off shall not cause a hireback, interfere with scheduled training or impact planned or unforeseen operational needs. If the staffing level of the *Communications Division* increases to a level that allows for an increased number of telecommunicators off per shift, the Sheriff, in his discretion, shall determine the increased number of telecommunicators to be allowed off per shift.

- (c) The Sheriff shall allow one Court Security Officer off per shift on any combination of vacation days, personal days, or compensatory time, among those assigned to Courtrooms and another Court Security Officer off under the same conditions among those assigned to weapons screening. In addition to the provisions in section 19.3 related to vacation requests, additional Court Security Officers may be allowed off from either assignment on any combination of vacation days, personal days or compensatory time at the discretion of the Chief of Court Security, provided such time off shall not cause a hireback, interfere with scheduled training or impact planned or unforeseen operational needs.
- (d) The Sheriff agrees to hire back to the minimum staffing level set on each shift should the staffing level fall below that number set pursuant to paragraph (a).

## **ARTICLE XXIV WORKING OUT OF CLASSIFICATION**

### **Section 24.1- Senior Position Recognition**

Any employee who is scheduled to work in a position for a period of one (1) day or more that is senior to that which he normally holds shall receive two (2) hours of pay or compensatory time at the employee's normal rate of pay, at the employee's choosing, for each day in which the employee works in the senior position.

### **Section 24.2- Senior Position/Vacation, Sick Leave**

Notwithstanding the provisions of Section 1 of this Article, employees may be used to work in a position of senior position to fill vacation or sick leave absences of the senior rank.

### **Section 24.3- Senior Position Six Months or More**

When an employee is required to assume the duties and responsibilities of a rank higher than that which he normally holds for an accumulated total of at least six (6) months in any calendar year, he shall be paid the rate for the higher rank for his vacation period with any necessary adjustment to be made at the end of the calendar year.

## **ARTICLE XXV WAGES/COMPENSATION/ALLOWANCES**

**Section 25.1- Wage Schedules**

Employees in the bargaining unit shall be compensated according to the separate schedules attached hereto and incorporated herein.

All future promotions of bargaining unit employees in any Clerk position will result in a pay increase to two steps above the employee's rate of pay in their position before promotion. The employee's anniversary date for future step movement will become the date of such promotion.

Payments pursuant to the wage schedules shall be retroactive to December 1, 2015, for all bargaining unit employees for all compensable hours, including for those employees who retired, resigned or were promoted, but not for those employees who were discharged.

**Section 25.2- Clothing Allowances**

- (a) Personnel required to wear uniforms shall receive an initial issuance of uniforms and equipment from the list below, as determined by the Sheriff pursuant to job assignment.

### Authorized Uniform and Equipment List

Clerical (Employer Supplied)	3 Short Sleeve Polo Shirts		3 Long Sleeve Polo Shirts	
	3 Utility Style Pants		3 White Turtlenecks	
	Belt	Full Zip Fleece sweatshirt		Coat    Shoes
Applicable Uniformed Clothing Allowance	*+Pants	*+Rain Coat	*+Ties	*+Acorns
	*+Hat Cover	*+Belts	*+Winter Coat	*+Long Sleeve Shirts
	*+Shoes	*+Tie Bars	*+Fall Coat	*+Short Sleeve Shirts
	*+Cuffs	*+Cuff Case		*+Belt Keepers
	*+Winter Hat	*+Sweater	*+Ammo Case	*+Sam Brown Belt
	*+Summer Hat	*+Name Tags	*+ Patches	*+ Turtlenecks
	*+Holster (basket weave)		*+ Boots	*+Cartridge Holders
(+ Court Security)				
(*Process Servers)	*+Vests of at least Level II protection which must be worn in accordance with the Sheriff's then existing policy.			
Custodians	One pair of shoes.			
Communications	Black Long Sleeve Polo Shirt with emblem; Black Short Sleeve Polo Shirt with emblem; Black-Fleece Sweatshirt with emblem; Black ¼ Zip Fleece Sweatshirt with emblem; light Khaki Utility Style Pants; Black Dress Belt; Black Shoes			

The specific types, brands and items authorized for purchase that comprise the descriptions listed above will be determined by the Sheriff or his designee and only those items will be purchased. All items listed will be purchased through the Sheriff's quartermaster.

(b) Uniform Replacement

Telecommunicators and Process Servers in Unit III shall receive a \$300 allowance per year for the purchase of required uniforms and equipment during the term of this Agreement. All other Unit #3 employees shall have their uniforms purchased according to the Replacement Schedule below. Replacement only applies to those items which were part of the initial issuance of uniforms as outlined in Section (a).

Replacement Schedule	
Clerical (Employer Supplied)	Replace as needed
Security (Employer Supplied)	Replace as needed
Garage (Employer Supplied)	Replace as needed, including prescription safety glasses
Custodians	Replace shoes as needed, up to 2 pairs per year.

(c) Cleaning

Additionally, each said employee shall annually receive in past practice the following payment as cleaning of uniforms:

The cleaning allowance will go to \$500 for all employees whose uniforms are not cleaned by the County.

- (d) The Employer shall supply any required name tags and patches during an initial equipment issue. Patches may not be purchased separately, but only in conjunction with uniform shirt purchase or if an unserviceable patch is turned in to the quartermaster for replacement. Should the Employer change the uniforms or equipment other than pursuant to the negotiations of this Collective Bargaining Agreement, the Employer shall supply the initial change.

The Employer will replace glasses for the auto mechanics that are damaged in the line of duty with prescription safety glasses when needed.

**Section 25.3- Reimbursement of Training and Various Expenses**

In the event that an employee as a telecommunicator or other employee appointed as a telecommunicator or other employee requiring training or uniforms resigns within twelve (12) months from the date of payments made by the County of McHenry for completion of the Illinois Police Training Act Minimum Standards Basic Law Enforcement Training Course or other courses related to the performance of the employee's job, then the employee shall reimburse the County for all or a portion of the money so expended, except that amount of said County expenditures which were reimbursed by the State of Illinois, plus all or a portion of money expended by the County for uniforms on the following basis:

- (a) If the employee resigns prior to completing four (4) months of employment after such expenditure, 100% of the total expense shall be reimbursed:
- (b) If the employee resigns after four (4) months and before eight (8) months, 75% of the total expense shall be reimbursed;
- (c) If the employee resigns after eight (8) months, but less than one (1) year, 50% of the total expense shall be reimbursed.

Expenses of training shall include, but not be limited to hotel and meal expenses, travel allowances, tuition and book fees and other expenses reasonably related to the training of the employee. Any employee resigning as provided for herein shall be subject to an

automatic wage deduction from his last paycheck to cover the cost of expenses and any balance remaining due thereafter shall be paid to the County over the same period of time for which the employee was employed by the McHenry County Sheriff's Department prior to resignation.

#### **Section 25.4- Court Security**

Full- time Court Security Officers shall be scheduled to work a 40 hour week with a paid 30 minute lunch each work day. Court Security Officers shall also receive benefits set forth in this Agreement provided to other Unit III employees. If a Court Security Officer is not required to attend court during his regularly scheduled hours, he shall perform such other duties as directed by the Sheriff or his designee. In the event the duties of the Court Security Officer are expanded, the employer and the F.O.P. shall negotiate over the pay scale to be assigned to the expanded position.

#### **Section 25.5- Light Duty**

An employee injured on-the-job may be eligible for light duty work upon presentation to the Employer of a doctor's affidavit certifying that they are able to do the same. Once light duty work has commenced, the employee will be permitted to work a maximum of six (6) months, or extension thereof certified by the Employer's physician as light duty work and upon completion of the six (6) month period must return to active duty or lose light duty status. This provision shall become effective for all on-the-job injuries which occur after the effective date of this Agreement.

#### **Section 25.6 - Communications Training Officer**

Telecommunicators who are assigned to telecommunicator training duties shall receive one (1) hour of pay or compensatory time at the employee's normal rate of pay, at the telecommunicator's choosing, for each shift in which the employee provides training.

### **ARTICLE XXVI BENEFITS AND PENSIONS**

#### **Section 26.1- Health Benefits**

The Employer will provide employees with coverage under the Blue Cross/ Blue Shield plan as amended from time to time by the plan, however, the employer reserves the rights to self-insure or to change carriers as it deems appropriate, provided that the coverage and benefits remain substantially the same. Any employee wishing to waive the health benefits may do so by signing and filing the appropriate form in the Human Resources office.

The Employer and the active employees shall share the cost of health, dental, and vision coverage as follows:

	Employer %	Employee %
PPO		
Single	90%	10%
EE + 1	80%	20%
EE + 2 or more	80%	20%

HMO	Employer %	Employee %
Single	90 %	10%
EE + 1	86%	14%
EE + 2 or more	85%	15%

Effective January 1, 2019, the PPO and HMO Employer and Employee contribution percentages will be adjusted as shown below:

PPO	Employer %	Employee %
Single	87%	13%
EE + 1	80%	20%
EE + 2 or more	80%	20%
HMO	Employer %	Employee %
Single	87%	13%
EE + 1	83%	17%
EE + 2 or more	82%	18%

The dollar amount of employee contributions will be adjusted on the renewal date (currently January 1) based upon the cost to the Employer and the cost sharing percentages set forth above.

Effective upon execution of this Agreement by both parties, the 2017 HMO Plan design and the 2016 PPO Plan design shall be continued subject to the language of Section 26.1; however, the co-pay reimbursements for the 2017 HMO Plan shall be discontinued immediately.

#### **Section 26.2- Retiree Medical Benefits**

For the life of the applicable bargaining agreement, the Employer will provide coverage to SLEP retirees who retire at age 50 or older after twenty (20) years of service or IMRF retirees who retire at age 55 or older after eight (8) years of service, until the retiree becomes eligible for Medicare. The employer shall pay 20% of the single coverage and 35% of employee plus 1 (one) and family coverage. The rates for all retirees shall be adjusted up or down by the same percentage as the Employer's premium for their class of coverage on the renewal date of each year (currently July 1).

#### **Section 26.3- Death Benefits**

The Employer shall maintain McHenry County Employee Death Benefit and Accident Death and Dismemberment Benefit as adopted April 1, 1987 in full force and effective during the term of this Agreement.

#### **Section 26.4- Pensions**

The Employer shall continue to contribute on behalf of the employees to the Illinois Municipal Retirement Fund in the amount the Employer is required to under State Statutes.

#### **Section 26.5- Deductions**

The Employer shall deduct any employee contributions required in this Agreement from wages due the employee.



**Section 26.6- IRC Section 125 Plan**

The County will maintain an IRC Section 125 Plan whereby employees will be able to pay for their share of health care premiums with pre-tax earnings. This plan will remain in effect so long as it continues to be permitted by the Internal Revenue Code.

**Section 26.7- Wellness Benefit**

The Employer will be allowed to offer a Wellness benefit to bargaining unit employees on the same basis as it is being offered to unrepresented employees. Participation is voluntary and there will be no penalty for failure to participate.

In order for an employee to receive a one-time \$100 bonus, the employee must enroll, attend, and participate in the 2018 initial screening process in accordance with the terms and conditions of the program. In addition, the employee must have been a member of this bargaining unit on or before the date of Arbitrator Edwin Benn's November 6, 2017, interest arbitration award.

**ARTICLE XXVII  
LABOR MANAGEMENT/SAFETY COMMITTEE**

**Section 27.1- Labor Management Conference**

The Union and the Employer mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Employer. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor-management conference and expressly providing the agenda for such meeting. Such meetings shall be limited to:

- (a) Discussion of the implementation and general administration of this Agreement;
- (b) A sharing of general information of interest to the parties;
- (c) Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Employer which may affect employees;
- (d) Discussion of pending grievances on a non-binding basis to attempt to adjust such grievances and to discuss procedures for avoiding further grievances;
- (e) Items concerning safety issues.

The Employer and the Union agree to cooperate with each other in matters of the administration of this Agreement and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois. To effectuate the purposes and intent of the parties, both parties agree to meet as necessary.

**Section 27.2- Integrity of Grievance Procedure**

Grievances being processed under the grievance procedure or review under the Merit Commission shall not be discussed in detail at labor-management conference, and any

such discussions of pending grievances or reviews shall be non-binding on either party and solely for the purpose of exploring alternatives to settle such grievances or reviews and such discussions shall only be held by mutual agreement of the Employer and the Union, nor shall negotiations for the purposes of altering any or all of the terms of this Agreement be carried on at such meetings.

### **Section 27.3- Safety Issues**

No employee shall be required to use any equipment that has been designated by both the Union and the Employer as being defective because of the disabling condition creating a serious risk to safety of employees unless the disabling condition has been corrected. When an assigned department vehicle is found to have a disabling defect or is in violation of the law creating a serious risk to safety of employees, the employee will notify his supervisor, complete required reports, and follow the supervisor's direction relative to requesting repair, replacement, or the continued operation of said vehicle. The Employer shall take all reasonable steps within available budgeted funds to protect employees during working hours in the performance of their duties. The Employer shall be committed to make every reasonable attempt to budget necessary funds to correct established safety conditions as jointly identified through labor-management conferences.

### **Section 27.4- Reports**

Any report or recommendation which may be prepared by the Union or the Employer as a direct result of a labor-management conference discussion will be in writing and copies shall be submitted to the Employer and the Union.

### **Section 27.5- Union Representative Attendance**

When absence from work is required to attend labor-management conferences, employees shall, before leaving their work station give reasonable notice to and receive approval from their supervisor in order to remain in pay status. Notice shall be fourteen (14) days prior to the scheduled meeting unless the meeting date is less than fourteen days from the date it is scheduled, in which case the employee shall give forty-eight (48) hours notice to the Employer. Employees attending such conferences shall be limited to three (3) and those attending such conferences outside scheduled work time shall not be compensated by the Employer. No more than one (1) employee from any given classification shall be released from duty to attend their labor/management conference.

## **ARTICLE XXVIII GENERAL PROVISIONS**

### **Section 28.1- Use of Masculine Pronoun**

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it is further understood that the masculine pronoun includes the feminine pronoun as well.

### **Section 28.2- Work Rules, General Orders and County Policy**

The work rules and General Orders of the Sheriff, as from time to time amended, which are not in conflict with this Agreement, shall continue in full force and effect.

**Section 28.3- FOP Access to Employer Premises**

Authorized representatives of the National or State Union shall be permitted to visit the Department during working hours to talk with employees of the local Union and/or representatives of the Employer concerning matters covered by this Agreement. Such representatives shall give reasonable notice to the Sheriff or his designee, and such visits shall not interfere with the operations of the Sheriff's office.

**Section 28.4- Weapon Maintenance**

- A. The service weapons of any employee authorized to carry weapons by the Sheriff shall be repaired by a certified gunsmith at the expense of the Sheriff, ordinary wear and tear excepted. This provision shall apply to weapons registered with the Range Officer. The certified gunsmith shall be selected by the Sheriff.
- B. The Sheriff shall continue to supply cleaning material for ordinary maintenance of such weapons.

**Section 28.5- FOP Examination of Pay Records**

The Union or a representative shall have the right to examine time sheets and other records pertaining to the computation of compensation of any employee whose pay is the subject of a grievance or any other records of the employee pertaining to a specific grievance at reasonable times with the employee's consent, except those records not pertaining to a specific grievance or those records excluded under the Personnel Files Article of this Agreement unless that particular Article is the subject of a grievance.

**Section 28.6- Damages Personal Property**

The Employer agrees to repair or replace as necessary an employee's eyeglasses, contact lenses, prescription sunglasses up to a value of \$150.00 and watches up to a value of \$50.00, or other items of personal equipment if such are damaged or broken, if during the course of the employee's duties the employee is required to exert physical force or is attacked by another person. Incident to be documented with immediate supervisor outside the bargaining unit.

**Section 28.7- Inoculations**

The Employer agrees to pay all expenses for inoculation or immunization shots for the employee and for members of an employee's family when medically required as a result of said employee's exposure to contagious diseases where said employee has been exposed to said disease in the line of duty.

**Section 28.8- Bulletin Board**

The Employer shall provide the Union with designated space on available bulletin boards or provide bulletin boards on a reasonable basis where none are available for purposes of the Union.

**Section 28.9- Location of Meetings**

All meetings provided for in this Agreement or required by law as a result of this Agreement shall be held in McHenry County, Illinois, unless mutually agreed otherwise.

**Section 28.10- Training Travel Time**

Employees shall be paid for travel time to and from training in accordance with the Fair Labor Standards Act.

**Section 28.11- Residency**

There shall be no residency requirement for all Unit III employees. For employees who choose to move out of McHenry County, their take home vehicles must remain parked at the McHenry County Government Center during off-duty hours.

**ARTICLE XXIX  
SAVINGS CLAUSE**

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of any judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

**ARTICLE XXX  
LEAVE OF ABSENCE****Section 30.1- Discretionary Leave**

- A. The Sheriff may grant leaves of absence, without pay or salary, to employees under his supervision for job related reasons (such as further training or study), which will enable employees to perform their usual and customary duties with greater efficiency and expertise, or for other valid reasons (such as prolonged illness of the employee, his spouse, or his child or children or childbirth). The denial of discretionary leaves shall not be subject to the Dispute Resolution and Grievance Procedure of this Agreement.
- B. The Sheriff may assure an employee who is granted such leave, that the employee's position, or job, will be restored to him at the conclusion of such leave; provided, however, that the employee's employment by the County might, and could, be terminated if, during the period of such leave, the employee's position, or job were to be eliminated by action of the County board or the enactment or amendment of State or Federal legislation would result in the elimination of such position or job.
- C. No leave shall be granted for a period exceeding one hundred eighty (180) consecutive calendar days, nor shall any employee be granted a leave, or leaves, totaling more than one hundred eighty (180) days in a given calendar year without the approval of the County Board.
- D. An employee on leave will not accrue any benefits whatsoever.

### **Section 30.2- Absence due to death in Immediate Family**

- A. In the event of the death of an immediate family member, an employee shall be permitted to be absent from his job for an appropriate number of days up to three (3) days per occurrence with the Sheriff's approval, "and for each such day's absence, the employee shall receive compensation at his normal rate of pay. If the employee desires to be absent for more than three (3) days, he may utilize previously earned, unused vacation days and receive compensation for each such additional absence.
- B. Any absence to attend a funeral of anyone who is not a member of an employee's immediate family may be arranged with the Sheriff, without pay, but previously earned and unused vacation days may be utilized in such case with the consent of the Sheriff.
- C. In the event of death in the immediate family of an employee, the employee shall be granted a leave of absence with pay and benefits for a period of three (3) workdays. The immediate family is defined as follows:

Father, Step-father, Mother, Step-mother, Mother-in-law, Father-in-law, Guardian, Husband, Wife, Step-son, Step-daughter, Brother, Step-brother, Sister, Step-sister, Son, Daughter, Son-in-law, Daughter-in-law, Grandparents, Grandparents-in-law, Grandchildren, Brother-in-law, Sister-in-Law.

### **Section 30.3- Jury Duty**

An employee required to serve on a grand jury or petit jury shall be granted leave for the period required to serve on such jury without loss of pay. Such employees shall sign a waiver of any compensation otherwise due them for serving on such jury.

### **Section 30.4- Military Leave**

Mandated military leave and benefits shall be granted in accordance with the applicable state and federal laws.

### **Section 30.5- Maternity Leave**

Pregnancy shall be treated the same as any other illness.

### **Section 30.6- Leave to Conduct Union Activities**

- A. The Union shall have the right to have one (1) Union member placed on an unpaid leave of absence for the purpose of conducting Union activities. Any Union member so designated shall receive any benefits under this Agreement except as follows:

The employee would retain the right to participate in the Employee's Group Insurance Programs) provided that the cost of such is paid by the employee and the employee may continue to participate in the Employee's Retirement Program with the employee paying all contributions normally paid by a County employee.

- B. The leave may be renewed on an annual basis. Should the employee on leave desire to return to active service with the Department, the employee on leave must wait to return to active service until such time as a vacancy exists in the job classification previously held by the employee.

**Section 30.7- Prohibition Against Misuse of Leaves**

During any leave granted pursuant to the terms of this Agreement, regardless of being with or without pay, an employee may not be gainfully employed or independently self-employed without prior approval by the Employer. Violation of the provisions contained within this Agreement shall subject the employee to immediate discharge and loss of all benefits and rights accrued pursuant to the term of this Agreement.

**Section 30.8- Family and Medical Leave**

The Employers agree to abide by the requirements of the Family and Medical Leave Act (FMLA). The parties agree that FMLA will run concurrently with paid time off. Once all paid time off options have been exhausted by the employee (with the employee having the right to designate which accrued leave will be used in which order), then the employee shall utilize any remaining FMLA leave without pay. With Sheriff approval, an employee may retain up to five (5) days of accrued leave (any combination of time) to be used by the employee as needed following an approved FMLA leave. If there are conflicts with this section and another section regarding use of paid time off, this section shall prevail.

**Section 30.9 – Victim's Economic Security and Safety Act**

All employees will be granted the rights and privileges to which they are entitled under the Victim's Economic Security and Safety Act (VESSA, 820 ILCS 180/1 et seq.) as amended. Leave time granted under this Section will be handled in accordance with the terms of Section 30.8.

**ARTICLE XXXI  
COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

**ARTICLE XXXII  
DURATION AND SIGNATURE****Section 32.1- Term of Agreement**

This Agreement shall be effective from December 1, 2015, and shall remain in full force and effect until November 30, 2019. It shall continue in effect from year to year thereafter unless notice of termination is given in writing by certified mail by either party to the other not more than one-hundred and eighty (180) days nor less than one-hundred twenty (120) days prior to expiration. The notices referred to shall be considered to have been given as of the date shown on the postmark. Written notice may be tendered in person, in which case the date of notice shall be the written date of receipt.

### Section 32.2- Continuing Effect

Notwithstanding any provision of the Article or Agreement to the contrary, this Agreement shall remain in full force and effect after any expiration date while negotiations or Resolution of Impasse Procedure are continuing for a new Agreement or part thereof between the parties.

### Section 32.3- Procedure on Notice of Termination

The parties agree that if either side decides to reopen negotiations upon termination, making any changes in the Agreement, the other party may so notify the other at least one hundred twenty (120) days and no more than one hundred eighty (180) days prior to the expiration of the Agreement or the extension thereof. In the event such notice to negotiate is given, then the parties shall meet not later than ten (10) days after the date of receipt of such notice, or at such reasonable times as are agreeable to both parties for the purposes of negotiation. All notices provided for in this Agreement shall be served upon the other party by registered mail, return receipt requested.

IN WITNESS THEREOF, the parties hereto affixed their signatures  
this, the 9<sup>th</sup> of March, 2018.

FOR THE EMPLOYER:

  
COUNTY BOARD CHAIRMAN

(SEAL)

  
COUNTY CLERK

  
SHERIFF

FOR THE UNION:

  
ILLINOIS FOP LABOR COUNCIL

  
UNION REPRESENTATIVE

  
UNION REPRESENTATIVE

  
UNION REPRESENTATIVE

  
UNION REPRESENTATIVE

  
UNION REPRESENTATIVE

  
UNION REPRESENTATIVE

Wage and Step Table: Appendix A1

**FOP UNIT III**  
**AUTO TECHNICIAN**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	29.66	30.18	30.86	31.55	32.26
1	30.10	30.63	31.32	32.02	32.74
2	30.55	31.08	31.78	32.50	33.23
3	31.01	31.55	32.26	32.99	33.73
4	31.48	32.03	32.75	33.49	34.24
5	32.10	32.66	33.40	34.15	34.92
6	32.59	33.16	33.91	34.67	35.45
7	33.08	33.66	34.42	35.19	35.98
8	33.58	34.17	34.94	35.72	36.53
9	34.08	34.68	35.46	36.25	37.07
10	34.76	35.37	36.16	36.98	37.81
11	35.29	35.91	36.72	37.54	38.39
12	35.81	36.44	37.26	38.09	38.95
13	36.35	36.99	37.82	38.67	39.54
14	36.89	37.54	38.38	39.24	40.13
15	37.63	38.29	39.15	40.03	40.93



**Wage and Step Table: Appendix A2**

**FOP UNIT III  
CLERK II**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	16.86	17.16	17.54	17.94	18.34
1	17.11	17.41	17.80	18.20	18.61
2	17.38	17.68	18.08	18.49	18.90
3	17.64	17.95	18.35	18.77	19.19
4	17.90	18.21	18.62	19.04	19.47
5	18.26	18.58	19.00	19.43	19.86
6	18.53	18.85	19.28	19.71	20.16
7	18.81	19.14	19.57	20.01	20.46
8	19.10	19.43	19.87	20.32	20.78
9	19.38	19.72	20.16	20.62	21.08
10	19.68	20.02	20.47	20.94	21.41
11	19.97	20.32	20.78	21.24	21.72
12	20.26	20.61	21.08	21.55	22.04
13	20.57	20.93	21.40	21.88	22.37
14	20.87	21.24	21.71	22.20	22.70
15	21.19	21.56	22.05	22.54	23.05

Wage and Step Table: Appendix A3

**FOP UNIT III  
CLERK III**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	18.57	18.89	19.32	19.75	20.20
1	18.86	19.19	19.62	20.06	20.51
2	19.14	19.47	19.91	20.36	20.82
3	19.43	19.77	20.21	20.67	21.13
4	19.72	20.07	20.52	20.98	21.45
5	20.01	20.36	20.82	21.29	21.77
6	20.32	20.68	21.14	21.62	22.10
7	20.62	20.98	21.45	21.94	22.43
8	20.93	21.30	21.78	22.27	22.77
9	21.25	21.62	22.11	22.61	23.11
10	21.56	21.94	22.43	22.94	23.45
11	21.89	22.27	22.77	23.29	23.81
12	22.22	22.61	23.12	23.64	24.17
13	22.55	22.94	23.46	23.99	24.53
14	22.89	23.29	23.81	24.35	24.90
15	23.24	23.65	24.18	24.72	25.28

**Wage and Step Table: Appendix A4**

**FOP UNIT III  
COURT SECURITY**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	17.90	18.21	18.62	19.04	19.47
1	18.17	18.49	18.90	19.33	19.76
2	18.44	18.76	19.18	19.62	20.06
3	18.72	19.05	19.48	19.91	20.36
4	19.00	19.33	19.77	20.21	20.67
5	19.28	19.62	20.06	20.51	20.97
6	19.58	19.92	20.37	20.83	21.30
7	19.87	20.22	20.67	21.14	21.61
8	20.17	20.52	20.98	21.46	21.94
9	20.47	20.83	21.30	21.78	22.27
10	20.78	21.14	21.62	22.11	22.60
11	21.09	21.46	21.94	22.44	22.94
12	21.41	21.78	22.27	22.78	23.29
13	21.73	22.11	22.61	23.12	23.64
14	22.05	22.44	22.94	23.46	23.98
15	22.38	22.77	23.28	23.81	24.34

**Wage and Step Table: Appendix A5**

**FOP UNIT III  
CUSTODIAN**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	15.05	15.31	15.66	16.01	16.37
1	15.24	15.51	15.86	16.27	16.63
2	15.42	15.69	16.04	16.53	16.90
3	15.62	15.89	16.25	16.79	17.17
4	15.82	16.10	16.46	17.06	17.45
5	16.13	16.41	16.78	17.34	18.01
6	16.34	16.63	17.00	17.62	18.30
7	16.55	16.84	17.22	17.90	18.59
8	16.75	17.04	17.43	18.19	18.89
9	17.17	17.47	17.86	18.48	18.89
10	17.30	17.60	18.00	18.77	19.20
11	17.52	17.83	18.23	19.07	19.50
12	17.74	18.05	18.46	19.38	19.82
13	17.95	18.26	18.68	19.69	20.14
14	18.18	18.50	18.91	20.01	20.46
15	18.54	18.86	19.29	20.33	20.79
16	18.83	19.16	19.59		
17	19.11	19.44	19.88		

**Wage and Step Table: Appendix A6**

**FOP UNIT III  
TELECOMMUNICATOR**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	22.98	23.38	23.91	24.45	25.00
1	23.44	23.85	24.39	24.94	25.50
2	23.91	24.33	24.88	25.44	26.01
3	24.63	25.06	25.62	26.20	26.79
4	25.12	25.56	26.13	26.72	27.32
5	25.62	26.07	26.65	27.25	27.87
6	26.39	26.85	27.46	28.07	28.71
7	26.91	27.38	28.00	28.63	29.27
8	27.45	27.93	28.56	29.20	29.86
9	28.27	28.76	29.41	30.07	30.75
10	28.98	29.49	30.15	30.83	31.52
11	29.56	30.08	30.75	31.45	32.15
12	30.45	30.98	31.68	32.39	33.12

**Wage and Step Table: Appendix A7**

**FOP UNIT III  
PROCESS SERVER**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	19.49	19.83	20.28	20.73	21.20
1	19.78	20.13	20.58	21.04	21.52
2	20.08	20.43	20.89	21.36	21.84
3	20.38	20.74	21.20	21.68	22.17
4	20.69	21.05	21.53	22.01	22.51
5	21.31	21.68	22.17	22.67	23.18
6	21.64	22.02	22.51	23.02	23.54
7	21.97	22.35	22.86	23.37	23.90
8	22.29	22.68	23.19	23.71	24.25
9	22.63	23.03	23.54	24.07	24.62
10	22.97	23.37	23.90	24.44	24.99
11	23.32	23.73	24.26	24.81	25.37
12	23.67	24.08	24.63	25.18	25.75
13	24.03	24.45	25.00	25.56	26.14
14	24.38	24.81	25.36	25.94	26.52
15	25.00	25.44	26.01	26.60	27.19

**Wage and Step Table: Appendix A8**

**FOP UNIT III  
SECRETARY II**

<b>GRADE</b>	<b>11/30/2015</b>	<b>12/1/2015 1.75%</b>	<b>12/1/2016 2.25%</b>	<b>12/1/2017 2.25%</b>	<b>12/1/2018 2.25%</b>
S	17.02	17.32	17.71	18.11	18.51
1	17.19	17.49	17.88	18.29	18.70
2	17.41	17.71	18.11	18.52	18.94
3	17.63	17.94	18.34	18.75	19.18
4	17.98	18.29	18.71	19.13	19.56
5	18.20	18.52	18.94	19.36	19.80
6	18.43	18.75	19.17	19.61	20.05
7	18.66	18.99	19.41	19.85	20.30
8	19.03	19.36	19.80	20.24	20.70
9	19.27	19.61	20.05	20.50	20.96
10	19.75	20.10	20.55	21.01	21.48
11	20.00	20.35	20.81	21.28	21.75
12	20.41	20.77	21.23	21.71	22.20
13	20.66	21.02	21.49	21.98	22.47
14	20.92	21.29	21.77	22.25	22.76
15	21.39	21.76	22.25	22.75	23.27

## LETTER OF UNDERSTANDING

Unit 3 Collective Bargaining Agreement  
Effective 12/1/15-11/30/19

The Joint Employers agree to prepare a joint Unit Clarification Petition to change the definition of the bargaining unit by eliminating the phrase "Court Security (e.g. Security Guard, Magnetometer Operator)" and replacing it with "Court Security Officer". The Joint Employers will file the petition within ten (10) days of the execution of this contract by both parties as long as the Union has signed the Unit Clarification Petition. The Joint Employers further agree to change the language of Section 1.1 to conform to the UC petition language.

Dated this 9<sup>th</sup> day of March, 2018

  
County of McHenry

  
Fraternal Order of Police

  
McHenry County Sheriff



**LETTER OF UNDERSTANDING**

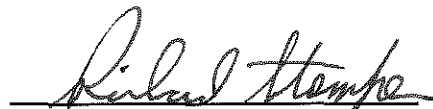
**Unit 3 Collective Bargaining Agreement  
Effective 12/1/15-11/30/19**

This letter is to set forth that during the negotiations for the Unit 3 Collective Bargaining Agreement between the County of McHenry and the Fraternal Order of Police, the employer agreed to work with members of the FOP to maintain and improve facilities within the Communications Division where telecommunicators may take breaks away from their work stations, to include a table with adequate space, a television, sufficient chairs and a larger refrigerator. These facilities will be provided by the employer at a comfortable distance away from containers used for waste disposal. The employer also agreed to work with the FOP regarding the maintenance of such equipment in the break area. The employer, at a minimum, will provide a microwave, coffee pot, and a toaster oven within the break area. These facilities will be available for use by the employees by December 15, 2009.

Dated this 9<sup>th</sup> day of March, 2018

  
County of McHenry

  
McHenry County Sheriff

  
Fraternal Order of Police

**LETTER OF UNDERSTANDING**  
**Unit 3 Collective Bargaining Agreement**  
**Effective 12/01/15-11/30/19**

This letter is to set forth that during the negotiations for the Unit 3 Collective Bargaining Agreement (CBA) between the County of McHenry and the Fraternal Order of Police, Section 23.5 – Meal Periods of said agreement allows telecommunicators to take meal periods away from their work station. This would occur provided that sufficient personnel were present to adequately staff their position(s) while personnel were on their 30 minute meal break, yet they may be required to remain immediately accessible for priority calls and other extraordinary circumstances.


For the purposes of this Letter of Understanding the following terms, definitions, and/or conditions are required to allow telecommunicators to leave their work station and travel off the Government Center campus during their 30 minute meal period.

1. The phrase "sufficient personnel" shall be determined by the Sheriff or his designee and will be based on reasonable operating needs, but, at a minimum, it will require that staffing would not fall below the required shift minimums during the absence of said telecommunicator(s).
2. They will be required to carry and monitor a department issued portable radio, if available, on their person, in the event of an exigent call back.
3. That prior to leaving one's duty station the telecommunicator leaving shall notify their immediate Communications Supervisor or in their absence send a message via MDC to the Patrol Commander on duty indicating they will be off campus commencing at their actual departure time during their allotted 30 minute meal period. Upon return they will repeat the process notifying the appropriate supervisor of their actual return time as detailed herein.
4. Break and meal periods will not be combined to facilitate extended off campus absences and it will be the telecommunicator's responsibility to insure they return to their duty station within the 30 minute allotted time period.
5. Due to unforeseen circumstances such as inclement weather, significant events, and/or a greater demand for service may prohibit said telecommunicator from leaving campus without the approval of their immediate Communications Supervisor or Patrol Commander on duty.
6. This agreement will be reviewed on an annual basis to determine its operational effectiveness and may be subject to revision.

Dated this 9<sup>th</sup> day of March, 2018

  
 County of McHenry

  
 Fraternal Order of Police

  
 McHenry County Sheriff